

Amplified IT
812 Granby St

Norfolk VA 23510-2004



FEIN:27-3690926

Boone County School District (KY)
Tonya Knaley
8270 U.S. 42
Florence KY 41042

Quote # 00124703
Quote Date September 9, 2020
Quote Total (USD) \$1,200.00

Item	Description	Unit Cost	Quantity	Line Total
G Suite Enterprise for Education	Full-Domain Staff: One year license for G Suite Enterprise for Education	24.00	50	1,200.00
G Suite Enterprise for Education	Full-Domain Students: One year license for G Suite Enterprise for Education	0.00	500	0.00
Onboarding - 3rd Party	By purchasing GSEfE via Amplified IT you also will receive: * License provisioning guidance from dedicated onboarding team * Custom online training course covering all G Suite Enterprise features * Access to GSEfE weekly office hours and quarterly best practice presentations by consultants * Advanced level support by subject matter experts for assistance and escalation	0.00	1	0.00
Quote Total (USD)				\$1,200.00

Terms

This quote is valid for 28 days from issue.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

A copy of our W-9 form can be downloaded at:
<https://www.amplifiedit.com/work-with-us/>

Full payment is required within 30 days of Invoice.

Notes

Please note as required by Google you must purchase GSEfE and Google Voice from the same Reseller. All quotes are subject to Google confirmation of FTE count.

This quote for GSEfE contains promotional pricing and is valid through September 30, 2020.

Boone County is purchasing on behalf of Saint Henry District High School.

- [Higher Education](#)

Terms & Conditions

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2. Terms & Conditions

Amplified IT, LLC

Service Terms and Conditions

Effective Date: August 1, 2016

PLEASE READ THESE SERVICE TERMS CAREFULLY

These service terms and conditions (the “**Service Terms**”) govern the services and deliverables provided to customers by Amplified IT, LLC including, without limitation, the GAFE Audit, GAFE Support, GAFE Kickstart and any other professional service engagement (“**Services**”). These Service Terms, together with the Order (defined below) and the Privacy Policy, constitute the entire agreement between the parties with respect to the Services (collectively, the “**Agreement**”).

By engaging Amplified IT to perform the Services, Customer signifies that it has read, understood, and agrees to be bound by these Service Terms and to the collection and use of information as set forth in the [Amplified IT Privacy Policy](#) (“**Privacy Policy**”).

1. **Scope of Services.** Amplified IT agrees to perform the Services set forth on the sales quote provided to Customer (“**Order**”) based on the terms and conditions set forth herein. The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.
2. **Service Fees; Payment.** Customer will compensate Amplified IT in accordance with the terms set forth on the applicable Order. Customer shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by law. In addition to any other remedies available to Amplified IT, if payment of any fee is not made within fifteen (15) days of when due Amplified IT has the right to suspend Services until such time as all fees are paid in full.
3. **Expenses.** Customer will reimburse Amplified IT for reasonable business and travel expenses incurred in connection with the Services that are agreed by Customer.
4. **Term and Termination.** This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by Customer and shall terminate upon completion of the Services (“**Term**”) unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties. In the event of termination, Customer will pay Amplified IT for all Services and reimbursable expenses performed and approved as of the termination date.
5. **Confidentiality.**

(a) **Definition.** The term “**Confidential Information**” shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party’s (“**Discloser**”) business that is disclosed to the other party (“**Recipient**”) in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being “confidential,” or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

(b) **Obligations.** Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 5 of these Service Terms; (ii) protect the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser’s prior written consent.

(c) **Disclosure Required by Law.** Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser’s sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

(d) **Exclusions.** The obligations described in Section 5(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

(e) **Return of Confidential Information.** Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser’s Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.

(f) Ownership. Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of any Confidential Information does not grant the Recipient a license or ownership of any type.

(g) Remedies. The parties agree that the rights being protected by this Section 5 are of a special and unique character, which gives them a particular value, and that the breach of this Section 5 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 5.

(h) Expiration of Obligation. The obligations and restrictions contained in this Section 5 will remain in effect for a period of three (3) years following the termination of this Agreement.

6. Intellectual Property.

(a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the GAFE Audit, the GAFE Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Customer any ownership, rights, title or any other proprietary interest in the Amplified IP. Customer shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants Customer the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Customer shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of, reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "Trademarks"). Customer is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

7. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL AMPLIFIED IT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Limited Warranty; Disclaimer of Warranties. Amplified IT warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances. In no event shall Amplified IT be liable for loss of data or records of Customer, it being understood that Customer shall be responsible for assuring proper and adequate back-up and storage procedures. THE PRECEDING IS AMPLIFIED IT'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.

9. Independent Contractor. Amplified IT will be performing the Services solely as an independent contractor. Amplified IT shall not be considered an affiliate or subsidiary of Customer and it is expressly understood by the parties that this undertaking is not a partnership or joint venture. Amplified IT shall have the right to determine the methods, details and means of performing the Services. As an independent contractor Amplified IT bears the sole responsibility for compensating its employees. Amplified IT and its employees shall not be considered employees of Customer and are not entitled to any employee benefits from Customer.

10. Non-Solicitation. Customer agrees that, if it hires any employee or contractor who has been utilized by Amplified IT in connection with performance of the Services, during the Term and for a period of one (1) year following the termination of this Agreement, then it will pay Amplified IT a fee equal to twenty percent (20%) of that person's annual base compensation immediately prior to the hiring or employment by Customer.

11. Governing Law; Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Norfolk County, in the Commonwealth of Virginia and agree that such court is not an inconvenient forum.

12. Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.

13. Notice. Any communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.

14. Entire Agreement; Modification. These Service Terms, together with the Order and the Privacy Policy, constitute the entire agreement between Amplified IT and Customer on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.

15. **Severability.** If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.
16. **Legal Fees.** If either party seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, the other party shall be entitled to recover any and all costs and expenses incurred by such party to enforce its rights, including, but not limited to all attorneys' fees, court costs, collection costs and expert fees.
17. **No Waiver.** No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.
18. **Publicity.** Amplified IT may use Customer's name in promotional materials regarding its Services. These permissions are free of charge for worldwide use in any medium. Amplified IT will obtain Customer's prior approval for publicity that contains claims, quotes, endorsements or attributions by Customer.
19. **Business Forms Terms and Conditions.** If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.
20. **Survival.** Rights and obligations under this Agreement which by their nature should survive, including, without limitation, Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Limitation of Liability), Section 10 (Non-solicitation), Section 11 (Governing Law; Venue), Section 16 (Legal Fees), Section 18 (Publicity) and this Section 20 will remain in effect after termination of this Agreement.
21. **Headings.** Headings used in these Service Terms are provided for convenience only and shall not be deemed a part of this Agreement.

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